

EXHIBIT A: New York Ed Law 2-d
DATA SHARING AND CONFIDENTIALITY AGREEMENT
Copiague Public Schools

Including Parental Bill of Rights for Data Security and Privacy
And Supplemental Information about a Master between Copiague School District and

1. Purpose

- (a) Copiague Public Schools and _____ are parties to a contract or other written agreement, or are utilizing the services pursuant to the Privacy Policy and Terms of Service, pursuant to which _____ will receive student data and/or teacher or principal data that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”) from the Copiague School District for purposes of providing certain products or services to the District (the “Master Agreement”).
- (b) This Exhibit supplements the Master Agreement to which it is attached, to ensure that the Master Agreement conforms to the requirements of Section 2-d. This Exhibit consists of a Data Sharing and Confidentiality Agreement and a copy of the Copiague School District’s Parental Bill of Rights for Data Security and Privacy signed by _____ that the District is required by Section 2-d and other New York law to post on its website
- (c) In consideration of the mutual promises set forth in the Master Agreement, _____ agrees that it will comply with all terms set forth in the Master Agreement and this Exhibit. To the extent that any terms contained in the Master Agreement, or any terms contained in another Exhibit(s) attached to and made a part of the Master Agreement, conflict with the terms of the Exhibit, the terms of this Exhibit will apply and be given effect. In addition, in the event that _____ has online or written Privacy Policies or Terms of Service (collectively, “TOS”) that would otherwise be applicable to its customers or users of the products or services that are the subject of the Master Agreement between the Copiague School District and _____, to the extent that any terms of the TOS, that are or may be in effect at any time during the term of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

As used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that _____ may receive from the Copiague School District pursuant to the Master Agreement.
- (b) "Teacher or Principal Data" means personally identifiable information, as defined in Section 2-d, relating to the annual professional performance reviews of classroom teachers or principals that _____ may receive from the Copiague School District pursuant to the Master Agreement.
- (c) "Protected Data" means Student Data and/or Teacher or Principal Data, to the extent applicable to the product or service actually being provided to the Copiague School District by _____ pursuant to the Master Agreement.
- (d) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

3. Confidentiality of Protected Data

- (a) _____ acknowledges that the Protected Data it receives pursuant to the Master Agreement originates from the Copiague School District and That this Protected Data belongs to and is owned by the School or District.
- (b) _____ will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and the Copiague School District's policy on data security and privacy. The Copiague School District will provide _____ with a copy of its policy on data security and privacy upon request.

4. Data Security and Privacy Plan

As more fully described herein, throughout the term of the Master Agreement, _____ will have a Data Security and Privacy Plan in place to protect the Confidentiality, privacy and security of the Protected Data it receives from Copiague School District. _____'s Plan for protecting the Copiague School District Protected Data includes, but is not limited to, its agreement to comply with the terms of the School or District's Bill of Rights for Data Security and Privacy, a copy of which is set forth below and has been signed by _____. Additional components of _____'s Data Security and Privacy Plan for protection of the School or District's Protected Data throughout the term of the Master Agreement are as follows:

- (a) _____ will implement all state, federal, and local data security and privacy requirements including those contained within the Master Agreement and this Data Sharing and Confidentiality Agreement, consistent with the Copiague School District data security and privacy policy.
- (b) _____ will have specific administrative, operational and technical safeguards and practices in place to protect Protected Data that it receives from the Copiague School District under the Master Agreement.
- (c) _____ will comply with all obligations contained with the section set forth in this Exhibit below entitled “Supplemental Information about a Master Agreement between Copiague School district and _____ “. _____’s obligations described within this section include, but are not limited to: (i) it’s obligation to require subcontractor or other authorized person or entities to whom it may disclose Protected Data (if any) to execute written agreements acknowledging that the data protection obligations imposed on _____ by state and federal law and the Master Agreement shall apply to the subcontractor, and (ii) it’s obligation to follow certain procedures for the return, transition, deletion and/or destruction of Protected Data upon termination, expiration or assignment(to the extent authorized) of the Master Agreement.
- (d) _____ has provided or will provide training on the federal and state laws governing confidentiality of Protected Data for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to Protected Data, prior to their receiving access.
- (e) _____ will manage data security and privacy incidents that implicate Protected Data and will develop and implement plans to identify breaches and unauthorized disclosures. _____ will provide prompt notification to the Copiague School District of any breaches or unauthorized disclosures of Protected Data in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement.

5. Notification of Breach and Unauthorized Release

- (a) _____ will promptly notify the School or District of any breach or unauthorized release of Protected Data it has received from the Copiague School District in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after _____ has discovered or been informed of the breach or unauthorized release.
- (b) _____ will provide such notification to the School or District by Contacting Jason Strumwasser, Director of Technology by email at jstrumwasser@copiague.net or by calling 631-842-4015 x 513.
- (c) _____ will cooperate with the Copiague School District and provide as much information as possible directly to the Copiague School District

about the incident, including but not limited to: a description of the incident, the date of the incident, the date _____ discovered or was informed of the incident, a description of the types of Protected Data involved, an estimate of the number of records affected, if a District, instead of one school, the schools within the District affected, what the _____ has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for _____ representatives who can assist affected individuals that may have additional questions.

- (d) _____ acknowledges that upon initial notification from _____, the Copiague School District, as the educational agency with which _____ contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). _____ agrees not to provide this notification the CPO directly unless requested by the School or District or otherwise required by law. In the event the CPO contact _____ directly or requests more information from _____ regarding the incident after having been initially informed of the incident by the District, _____ will promptly inform the Copiague School District.

6. Additional Statutory and Regulatory Obligations

_____ acknowledges that it has the following additional obligations under Section 2-d with respect to any Protected Data received from the School or District, and that any failure to fulfill one or more of these statutory or regulatory obligations will be deemed a breach of the Master Agreement and terms of this Data Sharing and Confidentiality Agreement:

- (a) To limit internal access to Protected Data to only those employees or subcontractors that are determined to have legitimate educational interest within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e.*, they need access in order to assist _____ in fulfilling one or more of its obligations to the Copiague School District under the Master Agreement.
- (b) To not use Protected Data for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement and the Master Agreement to which this Exhibit is attached.
- (c) To not disclose any Protected Data to any other party, except for authorized representatives of _____ using the information to carry out _____'s obligations to the Copiague School District and in compliance with state and federal law, regulations and the terms of the Master Agreement, unless: (k) the parent or eligible student has provided prior written consent; or (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to the District no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

- (d) To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody.
- (e) Use encryption technology to protect Protected Data in its custody while in motion or at rest, using technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- (f) To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- (g) To comply with the Copiague School District's policy on data security and privacy, Section 2-d and Part 121.
- (h) To not sell Protected Data nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- (i) To notify the Copiague School District, in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement, of any breach of security resulting in an unauthorized release of Protected Data by _____ or its assignees or subcontractors in violation of applicable state or federal law, the District's Bill of Rights for Data Security and Privacy, the School or District's policies on data security and privacy, or other binding obligations relating to data privacy and security contained in the Master Agreement and this Exhibit.
- (j) To cooperate with the Copiague School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.
- (k) To pay for or promptly reimburse the District for the full cost of notification, in the event the School or District is required under Section 2-d to notify affected parents, students, teachers or principals or a breach or unauthorized release of Protected Data attributed to _____ or its subcontractors or assignees.

_____ and the Copiague School District are committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, the School or District informs the school community of the following:

Parents and eligible students can expect the following:

1. A student's personally identifiable (PII) information cannot be sold or released for any commercial purposes.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency.
3. State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, that protect the confidentiality of personally identifiable information PII, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by NYSED is available for public review at www.nysed.gov/data-privacy-security, and by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
5. The right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Contact at Copiague School District: District by contacting Jay Strumwasser, Director of Technology by email at jstrumwasser@copiague.net or by calling 631-842-4015 x 513.
6. Complaints should be submitted in writing via email. Complaints may also be submitted to NYSED online at www.nysed.gov/data-privacy-security, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, by email to privacy@nysed.gov, or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII.

9. Educational agency contract with _____ that receive PII will address statutory and regulatory data privacy and security requirements.

3rd Party Representative: _____

Signature: _____

Title: _____

Date: _____

Supplemental Information about this Master Agreement between School or District and _____

School or District has entered into a Master Agreement with _____, which governs the availability to the School or District of the following products or services: _____ software, and/or apps, and/or technology tools, and/or web-services.

Pursuant to the Master Agreement (which includes a Data Sharing and Confidentiality Agreement), the School or District may provide to _____, and _____ will receive, personally identifiable information about students and/or teachers and principals that is protected by Section 2-d of the New York Education Law ("Protected Data").

Exclusive Purposes for which Protected Data will Used:

The exclusive purpose for which _____ is receiving Protected Data from the School or District is to provide the School or District with the functionality of the products or services listed above.

_____ will not use the Protected Data for any other purposes not explicitly authorized above or within the Master Agreement.

Oversight of Subcontract:

In the event that _____ engages subcontractors or other authorized person or entities to perform one or more of its obligations under the Master Agreement (including subcontracting hosting of the Protected Data to a hosting service provider), it will require those subcontractors or other authorized person or entities to whom it will disclose the Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York Education Law to comply with all applicable data protection, privacy and security requirements required of _____ under the Master Agreement and applicable state and federal law and regulations.

Duration of Agreement and Protected Data Upon Termination of Expiration:

- The Master Agreement commences on _____ and may be terminated by either party upon request to the other party.
- Upon expiration of the Master Agreement without renewal, or upon termination of the Master Agreement prior to its expiration, _____ will securely delete or otherwise destroy any and all Protected Data remaining in the possession of _____ or any of its subcontractors or other authorized person or entities to whom it has disclosed Protected Data. If requested by the School or District, _____ will assist the School or District in exporting all Protected Data previously received back to the School or District for its own use, prior to deletion, in such formats as may be requested by the School or District.

- In the event the Master Agreement is assigned to a successor (to the extent authorized by the Master Agreement), the _____ will cooperate with the School or District as necessary to Transition Protected Data to the successor to _____ prior deletion.
- Neither _____ nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any deidentified Protected Data, on any storage medium whatsoever. Upon request, _____ and/or its subcontractors or other authorized person or entities to whom it has disclosed Protected Data, as applicable, will provide the School or District with a certification form an appropriate officer that these requirements have been satisfied in full.